

AMENDMENT NO. 2
to
RESALE AGREEMENTS

This Amendment No. 2 to Resale Agreements (this "Amendment No. 2"), dated as of this 25th day of June, 2000 (the "Effective Date"), between New York Telephone Company, d/b/a Bell Atlantic – Connecticut and Bell Atlantic - New York, respectively, New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Maine, Bell Atlantic – Massachusetts, Bell Atlantic - New Hampshire, Bell Atlantic – Rhode Island and Bell Atlantic – Vermont, respectively, Bell Atlantic - Delaware, Inc., Bell Atlantic - District of Columbia, Inc., Bell Atlantic - Maryland, Inc., Bell Atlantic - New Jersey, Inc., Bell-Atlantic - Pennsylvania, Inc., Bell Atlantic - Virginia, Inc. and Bell Atlantic - West Virginia, Inc. (individually and, collectively, as applicable, "BA"), on the one hand, and UniDial Communications, Inc. ("UniDial Inc."), UniDial Telecommunications, LLC (formerly known as Metracom, LLC, "UniDial LLC") and UniDial Holdings, Inc. ("UniDial Holdings")(each of UniDial Inc., UniDial LLC and UniDial Holdings being referred to individually and collectively, as applicable, as "UniDial" or a "UniDial Company"), on the other hand (BA and UniDial individually being referred to as a "Party" and, collectively, as the "Parties").

WHEREAS, BA and UniDial Inc. are parties to eight (8) Resale Agreements, for the States of Delaware, Maryland, New Jersey, Pennsylvania, Virginia, Vermont and West Virginia, and for the District of Columbia, respectively, and BA and UniDial LLC are parties to four (4) Resale Agreements, for the States of Maine, Massachusetts, New Hampshire and Rhode Island, respectively (the foregoing twelve (12) agreements being referred to as the "Resale Agreements"), and UniDial LLC purchases services from BA for resale in the State of New York under BA's New York resale tariff, and UniDial LLC plans to purchase services from BA for resale in the State of Connecticut under BA's Connecticut resale tariff and in the Commonwealth of Massachusetts under BA's Massachusetts resale tariff;

WHEREAS, the Parties previously entered into an Amendment to Resale Agreements, dated as of June 1, 1999 (the "Amendment to Resale Agreements"); and

WHEREAS, the Parties hereby now wish to amend certain provisions of the foregoing Amendment to Resale Agreements, in order to change the "Service Term" thereunder, as well as to change the dates that the letters of credit required thereunder must be provided.

NOW THEREFORE, in consideration of the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, BA and UniDial hereby agree as follows:

1. Amendments to Resale Agreements. The Amendment to Resale Agreements is amended as follows:

(a) Section 1(a) of the Amendment to Resale Agreements is hereby deleted in its entirety and replaced with the following:

"(a) Term of Resale Agreements. The stated term of each Resale Agreement is hereby amended and restated so that each Resale Agreement, unless terminated earlier in accordance with the terms thereof by BA, shall expire on September 30, 2004. Such period commencing on the date hereof (June 1, 1999) is referred to as the "Service Term"; the first year of the Service Term shall commence on June 1, 1999 and end on September 30, 2000; each succeeding year of the Service Term shall commence on October 1st of the subject year and end on September 30th of the next succeeding year (i.e., the second year of the Service Term will commence on October 1, 2000 and end on September 30, 2001, etc.). Notwithstanding the foregoing, the right, if any, of a Party under any Resale Agreement to terminate such Resale Agreement, other than due to a breach thereof or at the end of the term thereof (as amended hereby), in each case in accordance with the terms thereof, is hereby extinguished and shall be of no effect."

(b) Section 19 of the Amendment to Resale Agreements is hereby deleted in its entirety and replaced as follows:

"19. Letter of Credit. Not later than the Effective Date of this Amendment (June 1, 1999), UniDial shall obtain and provide to BA an unconditional, irrevocable standby letter of credit naming BA as the beneficiary thereof and otherwise in form and substance satisfactory to BA from a financial institution acceptable to BA, in an amount equal to five hundred thousand dollars (\$500,000), in respect of charges

(including, without limitation, both recurring and non-recurring charges) for the services, facilities or arrangements provided or to be provided by BA to UniDial (whether under any Resale Agreement (as amended hereby), BA tariff or otherwise); provided, however, that not later than September 30, 2000, UniDial shall increase the amount of such letter of credit to one million dollars (\$1,000,000); provided further that, not later than September 30, 2001, UniDial shall increase the amount of such letter of credit to two million dollars (\$2,000,000). BA may (but is not obligated to) draw on the letter of credit upon notice to UniDial in respect of any amounts billed to UniDial that are not paid within the applicable time period for payment thereof. The fact that UniDial provides the foregoing letter of credit shall in no way relieve UniDial from compliance with BA's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the applicable terms of the Resale Agreements, BA's tariffs or otherwise pertaining to the discontinuance of service for nonpayment of any sums due to BA for the services, facilities or arrangements rendered."

2. Other Terms Unchanged. Except as set forth in Section 1 directly above, the terms of the Resale Agreements and the terms of the Amendment to Resale Agreements are unchanged and shall remain in effect; in addition, the terms of the Amendment to Resale Agreements, as amended hereby, are incorporated by reference herein.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2
to Resale Agreements to be duly executed as of the day and year first above written.

NEW YORK TELEPHONE COMPANY

By: _____
Name:
Title:

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

By: _____
Name:
Title:

BELL ATLANTIC - DISTRICT OF
COLUMBIA, INC.

By: _____
Name:
Title:

BELL ATLANTIC - DELAWARE, INC.

By: _____
Name:
Title:

BELL ATLANTIC - MARYLAND, INC.

By: _____
Name:
Title:

BELL ATLANTIC - NEW JERSEY, INC.

By: _____
Name:
Title:

BELL ATLANTIC - PENNSYLVANIA, INC.

By: _____
Name:
Title:

BELL ATLANTIC - VIRGINIA, INC.

By: _____
Name:
Title:

BELL ATLANTIC - WEST VIRGINIA,
INC.

By: _____
Name:
Title:

UNIDIAL COMMUNICATIONS, INC.

By: _____
Name:

Title:

UNIDIAL TELECOMMUNICATIONS, LLC

By:_____

Name:

Title:

UNIDIAL HOLDINGS, INC.

By:_____

Name:

Title: